

BK 3070 PG 172

44-1-128 ✓

38-79

WARE-BUTLER, INC., a corporation organized by law and having a place of business at Waterville, County of Kennebec, State of Maine

28563

xof

xCounty

x(~~being married~~) for consideration paid, grant to ~~xxx~~ HENRY R. VIGUE and JOANNE M. VIGUE, husband and wife

TRANSFER
TAX
PAID

of West River Road, Waterville, Kennebec County, Maine
with ~~warranty covenants~~, as joint tenants, the land in Waterville
County of Kennebec, State of Maine, with the buildings thereon, bounded and described as follows, to wit:

Beginning at an iron pin located on the northerly line of Barnet Avenue, which iron pin is one hundred (100) feet westerly from an iron pin in the southwest corner of land of Valmond and Anita Cabana; thence N78°06'W along the northerly line of Barnet Avenue a distance of ninety (90) feet to an iron pin; thence along a curve to the right a distance of fifteen and seventy-one hundredths (15.71) feet to an iron pin located in the easterly line of proposed Lynn Street; thence N11°56'E along the easterly line of proposed Lynn Street a distance of one hundred twenty-one and three tenths (121.3) feet to an iron pin and land formerly of Ralph Nash; thence S78°06'E a distance of one hundred (100) feet to an iron pin; thence S11°56'W a distance of one hundred thirty-one and three tenths (131.3) feet to an iron pin and the point of beginning.

Meaning and intending to convey Lot #4 as shown on plan entitled "Subdivision of Land of Lester T. Jolovitz" and approved by the Waterville Planning Board May 23, 1983 and recorded in Kennebec Registry of Deeds File #E-83062.

Being part of the premises conveyed to the herein grantor by warranty deed from Lester T. Jolovitz dated July 25, 1985 and recorded in Kennebec Registry of Deeds Book 2830, Page 270.

This conveyance is made subject, however, to the following restrictions which will be binding upon the said grantees and all persons claiming or holding under said grantees:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
2. That no house for more than one family and costing less than forty thousand dollars (\$40,000.00) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. The grantees, their heirs and assigns, shall not obstruct or divert the natural flow of water across the above described parcels of land as to cause damage or nuisance to any abutting owner.
7. That if the owner of two or more contiguous lots desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
8. The grantor herein does not hold itself responsible for enforcement of the aforementioned restrictions.

IN WITNESS WHEREOF, the said WARE-BUTLER, INC. has caused this instrument to be signed in its name and sealed with its seal by Richard Giguere, its Assistant Treasurer, this 5th day of November, 1986.

~~jointly as grantor and releases all rights by descent and all other rights.~~ ~~wife of said grantor~~
~~Witness~~ ~~hand and seal this~~ ~~day of~~ 19~~x~~

WARE-BUTLER, INC.

By

Richard Giguere
 Richard Giguere
 Assistant Treasurer

The State of Maine

Kennebec

ss.

November 5, 1986

Then personally appeared the above named Richard Giguere, Assistant Treasurer of Ware-Butler, Inc.

and acknowledged the foregoing instrument to be his free act and deed, in his said capacity and the free act and deed of said corporation.

Before me,

Lester T. Jolovitz
 Justice of the Peace - Attorney at Law - Notary Public
 LESTER T. JOLOVITZ

1986 DEC 12 AM 9:00

RECORDED FROM ORIGINAL

RECEIVED KENNEBEC CO.